FW: MOAB OIL INC/ RICK

Page 1 of 1

From:

Chem [chem@vinmar.com]

Sent:

Tuesday, July 22, 2008 2:16 PM

To:

Rick Wilson

Subject:

FW: MOAB OIL INC/ RICK

Attachments: Fax Image.TIF

----Original Message----From: RightFax E-mail Gateway Sont: Tuesday, July 22, 2008 2:14 PM

To: Chem

Subject: MOAB OIL INC/ RICK

7/22/2008 2:13:09 PM Transmission Record
Received from remote ID: MOAB OIL INC
Inbound user ID CHEM, rousing code 333

Result: (0) No Errors Page record: 1 - 2

Elapsed time: 00:56 on channel 4

Fax Images: [double-click on image to view page(s)]



MOAB Oil, Inc. 47 Water Street, 2nd Floor South Norwalk, CT 06854 Ph: (203) 857-6622 Fee: (203) 857-6699

We are pleased to confirm the following transaction as per our telecon on:

7/22/2008

MOAB CONFIRM # 807220046

SELLER:

Tricon Energy Ltd.

777 Post Oak Blvd

#650

Houston, 1X 77056

BUYER:

Vinmar International, LTD

16800 Imperial Valley Dive

Suite 499

Houston, TX 77060

ATTN:

Brad Lockwood

ATTN:

Rick Wilson

FAX:

(713) 985-6192

FAX:

rwilson@vinmar.com

FAX 2:

(713) 985-6190

FAX 2:

(281) 618-1390

Private & Confidential:

PRODUCT: Mixed Xylenes

QUANTITY: 5,000 MIT plus/minus five percent, seller's option.

PRICE: USD 1110.00 per Metric Ton, CFR basis one safe berth Korea/Tuiwan..

QUALITY: Mixed Xylenes meeting ASTM D-5211, latest revisions with 20 maximum Bramine Index.

DELIVERY: CFR basis one safe berth/port major ports Taiwan or Ulsan Korea, at buyer's option via barge/vessel provided seller during 9/1/2008 - 9/15/2008 seller's uption. Seller shall provide buyer with a minimum of five (5) working days notice

of actual discharge date. Buyer shall dealare discharge port not later than August 8, 2008.

LAYTIME/DEMURRAGE AT DISCHARGE: Per Charter Party.

PAYMENT:

In USD via wire transfer in same day funds into seller's account at its designated bank thirty (30) days after load and receipt of invoice and inspection certificates at load. Normal credit terms between seller and buyer.

Quantity and quality to be inspected at loadport by an independent inspector mutually agreed upon with costs to be shared equally between buyer and seller. Quantity and quality inspection measurements shall be from static shore

TITLE AND RISK: Title and risk to pass from seller to buyer as the product passes the barge/vessel's flange at

GENERAL TERMS AND CONDITIONS: INCO TERMS 2000 for CFR Sales to govern.

COMMISSION: As agreed, a commission of 0.50 USD/MT shall be paid to MOAB Oil, Inc. by buyer.

if there is anything outlined contrary to your understanding of our agreement, please notify as immediately by

Tuesday, July 22, 2008

Page 1 of 2

Although every effort has been made to ensure the accuracy of the above mentioned transaction, we cannot and will not be held liable for any errors or omissions in content and/or transmission.

fuesimile. Many thanks for allowing us, as brokers, to arrange this transaction for you,

Tuesday, July 22, 2008

Page 2 of 2

Page 1 of 1

From:

Wesston Stephens [wstephens@moeboil.com]

Sent:

Tuesday, July 22, 2008 3:57 PM

To:

Rick Wilson

Subject:

RE: MOAB OIL CONFIRM REVISION 7/22/2008

Attachments: vinmar807220046.pdf





MOAB Oil, Inc.

47 Water Street, 2nd Floor South Norwalk, CT 06854

Ph: (203) 857-6622 Fex: (203) 857-6699

We are pleased to confirm the following transaction as per our telecon on:

7/22/2008

"*AMENDED CONTRACT**

MOAB CONFIRM #: 807220046

SELLER:

Tricon Energy Ltd. 777 Post Oak Blvd

BUYER:

Vinmar International, LTD

16800 Imperial Valley Dive

Houston, TX 77056

#650

Suite 499

Housion, TX 77060

ATTN:

Brad Lockwood

ATTN:

Rick Wilson

FAX:

(713) 985-6192

FAX:

rwilson@vinmur.com

FAX 2:

(713) 985-6190

FAX 2:

(281) 618-1390

Amended payment terms

Private & Confidential:

PRODUCT: Mixed Xylenes

QUANTITY: 5,000 MT plus/minus five percent, seller's option.

PRICE: USD 1110.00 per Metric Ton, CFR basis one safe berth Koren/Taiwan...

QUALITY: Mixed Xylenes meeting ASTM D-5211, latest revisions with 20 maximum Bromine Index.

DELIVERY:

CFR basis one safe berth/port major ports Tuiwan or Ulsan Korea, at buyer's option via barge/vessel provided seller during 9/1/2008 - 9/15/2008 seller's option. Seller shall provide buyer with a minimum of five (5) working days notice of actual discharge date. Buyer shall declare discharge port not later than August 8, 2008.

LAYTIME/DEMURRAGE AT DISCHARGE: Per Charter Porty.

PAYMENT: Payment at site by documentary letter of credit.

INSPECTION:

Quantity and quality to be inspected at londport by an independent inspector mutually agreed upon with costs to be shared equally between buyer and seller. Quantity and quality inspection measurements shall be from static above tank.

TITLE AND RISK: Title and risk to pass from seller to buyer as the product passes the barge/vossel's flange at luadport.

GENERAL TERMS AND CONDITIONS: INCO TERMS 2000 for CFR Sales to govern.

COMMISSION: As agreed, a commission of 0.50 USD/MT shall be paid to MOAB Oil, Inc. by buyer.

If there is anything outlined contrary to your understanding of our agreement, please notify us immediately by facsimile. Many thanks for allowing us, as brokers, to arrange this transaction for you.

Tuesday, July 22, 2008

Page 1 of 1

Although every effort has been made to ensure the accuracy of the above mentioned transaction, we cannot and will not be held liable for any errors or omissions in content audior transmission.

Page 1 of 1

From:

Wesston Stephens [wstephens@moaboil.com]

Sent:

Wednesday, July 23, 2008 8:23 AM

To:

Rick Wilson

Subject:

RE: MOAB OIL CONFIRM 7/22/2008 (REVISION 2)

Attachments: vinmar807220046.pdf

Regards, Wess Stephens MOAB Oll, Inc. 1-203-857-6022





MOAB Oil, Inc.

47 Water Street, 2nd Floor South Norwalk, CT 06854 Ph: (203) 857-6622 Fax: (203) 857-6699

We are pleased to confirm the following transaction as per our telecon on:

7/22/2008

**AMENDED
CONTRACT**

MOAB CONFIRM #: 807220046

SELLER:

Tricon Energy Ltd.

BUYER:

Vinnar International, LTD

777 Post Oak Blvd

16800 Imperial Valley Dive

#650

Suite 499

Houston, TX 77056

Hauston, 1'X 77060

ATTN:

Brad Lockwood

ATTN:

Rick Wilson

FAX:

(713) 985-6192

FAX:

rwilson@vinmar.com

FAX 2:

(713) 985-6190

FAX 2:

(281) 618-1390

Amended price

Private & Confidential:

PRODUCT: Mixed Xylenes

QUANTITY: 5,000 MT plus/minus five percent, seller's option.

PRICE: *USD 1310.00* per Metric Ton, CFR basis one sufe berth Korea/Taiwan...

QUALITY: Mixed Xylenes meeting ASTM D-5211, latest revisions with 20 maximum Bramine Index.

DELIVERY:

CFR basis one safe berth/port major ports Taiwan or Ulsan Korea, at buyer's option via barge/vessel provided seller during 9/1/2008 - 9/15/2008 seller's option. Seller shall provide buyer with a minimum of five (5) working days notice of actual discharge date. Buyer shall declare discharge port not later than August 8, 2008.

LAYTIME/DEMURRAGE AT DISCHARGE: Per Charter Party.

PAYMENT: Payment at site by documentary letter of credit.

INSPECTION:

Quantity and quality to be inspected at loadport by an independent inspector mutually agreed upon with costs to be shared equally between buyer and seller. Quantity and quality inspection measurements shall be from static shore tank.

TITLE AND RISK: Title and risk to pass from seller to buyer as the product passes the barge/vessel's flange at loadport.

GENERAL TERMS AND CONDITIONS: INCO TERMS 2000 for CFR Sales to govern.

COMMISSION: As agreed, a commission of 0.50 USD/MT shall be paid to MOAB Oil, Inc. by buyer.

If there is anything outlined contrary to your understanding of our agreement, please notify us immediately by facsimile. Many thanks for allowing us, as brokers, to arrange this transaction for you.

Wednesday, July 23, 2008

Paga 1 of

Although every effort has been made to ensure the accuracy of the above mentioned transaction, we cannot and will not be held liable for any errors or ontiesions in content and/or transmission.

Page 1 of 1

CopyCenter

From: Brad Lockwood [Lockwoodb@triconenergy.com]

Sent: Wednesday, July 23, 2008 6:25 PM

To: 'Rick Wilson'

Cc: Vuk Rajevac; Jenniler Morin; Amil Bansal Subject: RE: Vinmar MX Sept CFR Sales Contract.pdf

Hi, Rick.. We have a couple of different oplions to use, so it depends on the discharge port you declare, and the etas to that port for the options we have, before we decide which to nominate.

Thank you, Brad

From: Rick Wilson [malito:RWilson@vinmar.com]
Sent: Wednesday, July 23, 2008 3:28 PM
To: Brad Lockwood
Cc: Vuk Rajevac; Jennifer Morin; Amit Bansal
Subject: RE: Vinmar MX Sept CFR Sales Contract.pdf

Brud, could you please send me the RCAP for the shipping you arranged for this cargo? Many thanks.

From: Brad Lockwood [mailto:Lockwoodb@triconenergy.com] Sent: Wednesday, July 23, 2008 10:57 AM To: Rick Wilson Cc: Vuk Rajevac; Jamifer Morin; Amit Bansal Subject: Vinmar MX Sept CFR Sales Contract.pdf

Rick,

I'm pleased to attach a copy of our sales contract to you for the mixed xylenes deal from yesterday. Please let Vuk know the contact details for your logistics colleague, so he can be sure to arrange everything properly on this. Thanks for the business.

Best regards, Brad Lockwood Tricon Energy



09/02/2008

TRI 000006



Tricon Energy, Lid. 777 Post Oak Blvd., Suite 650 Housian, Taxas 77056 U.S.A. Tol (713) 963-0068 Fox (713) 085-8190

Date: July 22, 2008

Vinmar International, LTD

Altr: Rick Wilson

16800 Impedal Valley Orive, Suite 499

Houslon, TX 77060

Phone:

Fax:

Tricon Sales Number: SA1230-0708HOU

We hereby confirm this agreement between Brad Lockwood of Tricon Energy, Ltd. (Sellar) and

Broker: MOAB

Rick Wilson of Vinmer International, LTD (Buyer) on July 22, 2008.

The following sale forth the entire agreement of the parties.

Product:

Mixed Xylones

Quantity:

5,000 Matric Tons +/- 5 % (Vessel's Option)

Quality:

A5TM D-5211 with BI max 20

Price:

USD \$1310,00 / Metric Tons

Incoterm:

CFR Ulsan/Talyan

Ship Period:

September 1, 2008 - September 15, 2008

Shipped Via: Thn

Payment

At sight

Credit Terms: Subject to Seller's credit requirements: Irravocable and confirmed

documentary L/C

If a lotter of credit is required, it must be received at least 5 working days prior

lo shipment.

Credit; Janniler Morin

Phone: 713-963-0066

Fex: 713-985-6198

Scheduling/

Mutually acceptable, licensed independent inspector at Load

Involcing:

100 % Seller at Load

Cost Quantilly:

Stalle shore lank down gauge at Load

Quality:

Static shore lank analysis at Load

Schoduling: Vuk Rajevac

Phone: 713-963-0066 Fax: 713-985-6192

Fage 1 of 4

- Vessel/Barge Acceptance-Vessel and barge nominations to be agreed upon mutually between buyer and seller.
- Demurrage- Buyer shall be obligated to pay for any and all demurrage liability under this contract as long as seller presents claim and supporting documents.
- 3) Law and Jurisdiction: This contract and the rights and dulles of the parties arising out of this contract shall be governed by and construed, enforced, and performed in accordance with the laws of the state of Texas, including, without Emitation, the Uniform Commercial Code as in affect in the state of Texas, as the same may be amended from time to time, without regard to principles of conflicts of Law. The parties agree that this agreement shall be accepted and formed in the state of Texas according to the procedures herein set forth.
- 4) Additional Collateral Requirement If, at any time and from time to time during the term of the Agreement, there occurs a Material Adverse Change in the financial condition with respect to the buyer in this agreement, the Seller may request the buyer to establish a Letter of Credit or prepay for the dollar amount of transaction.
- 5) incolorms- Any situations not specifically addressed by this confirmation will be governed by incolorms 2000 or latest published incolorms. (to the extent applicable) as in effect at the time of this agreement is entered into. Texas law to control in the event of conflict.
- 6) Force Majeure A) Neither party shall be liable in damages or otherwise for any failure or delay in performance of any obligation hereunder other than obligation to make payment, where such failure or delay is caused by force majeure, being any event, occurrence or circumstance reasonably beyond the control of the party, including without limitation, failure or delay caused by or resulting from acts of God, strikes, fires, floods, wars (whether declared or undeclared), riots, destruction, of the product, delays of carriers due to breakdown or adverse weather, perils of the seas, embarges, accidents voluntary or mandalory restrictions imposed by any governmental authority (including allocations, priorities, requisitions, quotes, and price controls).
- B) If Force Majeure effects seller, seller may at its option, exercised by notice to buyer given within a reasonable time, either (i) cancel from this contract the quantities which have not been shipped due to Force Majeure, without affecting the balance of this contract; or (ii) ship such quantities in none one or more lots, after seller deems the effect of force majeure to have ended, on the same terms as set forth in this contract.
- 7) Transfer of Title and Risk- Transfer of title of the Product will pass from Seller to Buyer upon payment in full of the Total Price and Interest, if any,

Transfer of Risk of damage to or loss of product shall pass from Saller to buyer as follows-

A) CFR and CIF Sales-Risk of demage to or loss of product shall pass from seller to buyer at the flange connection between the loading hose and the vessel's permanent hose connection at the loading terminal, or at the time of book, stock or inventory transfer.

B) Delivered Sales-Risk of demage to or loss of product shall pass from seller to buyer at the flange connection between the discharging hose and the vessel's permanent hose connection at the discharging terminal, or at the time of book, stock or inventory transfer.

8) Taxes- Any Taxes now or hereafter imposed directly or indirectly by law upon products sold and delivered (including storage and for transportation) to the Buyer under this Contract which Saller is required to pay or collect may be added to the product price and passed on via explicit surcharge to Buyer.

If Buyer has furnished Seller with a veild resale or other exemption certificate or proof of export acceptable to Seller for sales or use tax purposes or other written proof which, in accordance with law, will lead to and exemption with regard to taxes, then such taxes shall not be imposed on the sale of product hereunder. Buyer will however remain flable towards Seller for any taxes due in relation to

Contract Number: SA1230-0708HQU

Page 2 pf 4

non-applicability or insufficient proof with regard to the applicability of any exemption.

The term "taxes" as mentioned in this Paragraph means any tax (including without limitation any value added tax, sales tax, use tax, excise tax, storage or property tax, superfund excise tax or split tax), excise duty, customs duty, fees, duties or other charges, or any increase therein, as well as any interest or penalty related therein.

The term "taxes" will not include any taxes due on profits such as corporate income taxes,

If Buyer is currently registered on Federal IRS Form 637, Buyer shall furnish seller with an unexpired notification certificate meeting the current regulatory requirements. Buyer warrants that its registration has not been revoked or suspended. Buyer shall pay saller any applicable Federal excise laxes if such notification certificate is not supplied to sallor prior to delivery. If Buyer is entitled to Purchase product free of any other tax, feas, duties or charges, Buyer shall furnish seller with the proper exemption certificate to cover such purchases prior to delivery. Provided, however, that buyer shall pay to seller the federal excise tax if title to the product sold hereunder is transferred to buyer by means of a book, stock, or any other in-tank transfer or facility pump over from seller's storage account or inventory. The Foragoling proviso does not apply if 1) Buyer provides proof from a common contract carrier that the product was removed from seller's storage account or inventory via platine or vessel by a gasoline registrant; or, 2) if the terminal operator notifies the seller that the party receiving the product qualifies as a "position holder" as defined in Treas. Reg. Section 49,408 1–1(m), with respect to the product sold hereunder and such receiving party is a gasoline registrant. Late payments shall incur interest and penalties equal to the then applicable state or IRS, as the case may be, interest and penalties for late payments.

9) Arbitration- Any and all differences and disputes of whatsoever nature arising out of this Agraement shall be put to arbitration in Houston, Texas, in English pursuant to the laws relating to arbitration there in force, and, to the extent not inconsistent with this Agraement, the Commercial Arbitration Rules of the American Arbitration Association, or under the rules of such other arbitration association as the parties may mutually agree, before a board of three persons, consisting of one arbitrator to be appointed by Seller, one by Buyer and one by the two so chosen. The decision of any two of the three on any point or points shall be final. Until such time as the arbitrators finally close the hearings either party shall have the right by written notice served on the arbitrators and on the other party to specify further disputes or differences under this Agraement for hearing and determination. The arbitrators may grant any relief which they, or a majority of them, deem just and equitable and within the scope of the agraement of the parties, including, but not limited to, specific performance, provided that the clause may include costs, including a reasonable allowance for altomey's fees, and judgmant may be enlared upon any award made hereunder in any Court having jurtsdiction. This paragraph shall

10) Product Use- Buyer represents and warrants that the product purchased harounder shall be used for other than gesoline blending purposes in the U.S. Buyer shall notify seller, as soon as possible, of any change in planned or actual consumption or in use of the product purchased hereunder whether such change is by virtue of buyer's action or those of third parties to whom buyer has sold the product.

11) Price and Payment- The Total Price and all other amounts payable by Buyer to Selfer under this contract shall be payable without any discount, deduction, set-off, ilen, daim or counter claim. If the Total Price or any other amounts due by Buyer to Selfer under this Contract are not paid when due, the interest shall accrue and shall be paid on all amounts outstanding until payment in full is received by the Saffer in its designated bank. Selfer reserves the right to charge the maximum allowable interest as per U.S. law for all late payments.

12) Interest- in the event the Buyer falls to make payment on the due date as expressed on Tricon's invoice, the Buyer is subject to an additional interest expense calculated at 8.5% per annum, beginning on the due date listed on the invoice.

Broker-This cancels and supercedes any broker correspondence in relation to this transaction which shall be for the sole purpose of documenting commission, if any.

Contract Number: SA1230-0708HOU

Page 3 of 4

Date: July 22, 2008	Accepted Date:
Зу;	By:
Printed Name: Brad Lockwood Tille:	Printed Name: Rick Wilson Title:
Please advise your agreement by signing the f lours. In the event we do not receive your rep governing instrument.	foregoing and return via fax (713-963-9030) within 24 bly as requested, then this contract shall be the
Ve thank you for the opportunity of concluding	1 ihis transaction.
•	,
	•
	•

TRI 000010

REDACTED

— Original Message—
From: Rick Wilson
Sent: Thursday, July 24, 2008 10:15 AM
To: Leurentiu Pascu
Co: Brad Lockwood
Subject: FW: TRICON ENERGY/ RICK

Laurientiu, I bough MX from Tricon please contact them and make necessary amangements. Rick

——Original Message——From: Chem Sent: Wednesday, July 23, 2008 [1:10 AM To: Rick Wilson Subject: FW: TRICON ENERGY/ RICK

— Original Message—
From: RightFax E-mail Gateway
Sent: Wednesday, July 13, 2008 11:08 AM
To: Chem
Subject: TRUCON ENERGY/RICK

7/23/2008 11:06:36 AM Transmission Record Received from remote ID: 7139639030 Inbound user ID CHEM, routing code 333 Result: (0) No Errans Page record: 1 - 4 Elapsed time: 02:49 on channel 4

Fax images: [double-click on image to view page(s)]



Jul 23 2008 10:53AM Tricon Energy

7135639030

p. 1



Tricon Energy, Ltd. 777 Pad Cak Okd., Bulle 650 Hamba, Temi 77038 U.S.A. Tel (713) 053-0050 Fez (713) 985-8150

Dale: July 22, 2008

Vinmar International, LTD Alin: Rick Wilson

15900 Imperial Valley Orivo, Suite 499

Houston, TX 77050

Phone; Fax:

Tricon Sales Number: SA1238-0705HOU

We hereby confirm this agreement between Brad Lockwood of Tricon Energy, Ltd. (Seller) and Rick Wilson of Vinnar International, LTD (Buyer) on July 22, 2008.

Broker: MOAB

The following sets forth the entire agreement of the parties.

Product Mixed Xylones

Quantity:

5,000 Melric Tons +/- 5 % (Vessel's Option)

Quality:

ASTM D-5211 with BI max 20

Prico:

USD \$1310,00 / Metric Tons

incotam;

CFR Ulsen/Telvan

Ship Period: September 1, 2003 - September 15, 2008

Shipped Via: Ton

Paymant

Credit Terms: Subject to Saller's credit requirements: Improcable and confirmed

documentary L/C

if a latter of cradit is required, it must be received at least 5 working days prior to chioment.

Crodit: Jannifer Morin

Phona: 713-953-0066

Fex: 713-985-8188

Schedulingf Invoicing:

Mutually acceptable, Econord Independent Inspector of Load

Quantity:

100 % Seller at Load Static shore tank down gauge at Load

Ourldy;

Cost:

Static shere tank analysis at Load

Scheduling: Vuk Relevas

Phone: 713-063-0056 Fax: 713-985-6192

Page 1 d 4

Jul 23 2000 10:53AH Tricon Energy

7139839030

p.2

- 1) Vessal/Borgo Acceptance-Vessel and burge nominations to be agreed upon multiply borecen
- Damurrago-Buyer shall be obligated to pay for any and all domurrago liability under this contract as long as seller presents often and supporting documents.
- 3) Law and Jurisdiction: This contract and the rights and duties of the parties arising out of this contract shall be poterned by and construed, enforced, and performed in occardance with the laws of the state of Texas, including, without irritation, the Uniform Commercial Code as in effect in the state of Texas, since the law of the state of Texas as the same may be emanded from time to time, without regard to principles of conflicts of Law. The parties egree that this agreement stall be accepted and formed in the state of Texas according to the procedures herein set forth.
- 4) Additional Collaboral Requirement. If, at any time and from time to time during the term of the Agreement, there occurs a Malarial Advarsa Change in the financial condition with respect to the beyor in this agreement, the Salar may request the buyer to establish a Letter of Gredit or prepay for the deliar amount of truncaction.
- 5) Incolumns- Any situations not specifically addressed by this confirmation will be governed by incolumns 2000 or talest published incolumns (to the extent applicable) as in-offect at the time of this agreement is entered into. Texas law to control in the svent of conflict.
- 6) Force Majeure A) Nekher party shall be izble in domegas or otherwise for any latture or doley in performance of any obligation hereunder other than obligation to make payment, where such fallors or doley in caused by force majoure, being any event, occurrence or elementary mesonably beyond the control of the party, including without limitation, fallors or delay caused by or natuling firm acts of God, attikes, fires, floods, ware (whether doctated or undeclared), note destruction, of the product, delays of cartiers due to insultations or adverse weather, paths of the sees, embargos, accidents voluntary or mandatory restrictions imposed by any governmental authority (including allocations, priorities, requisitions, quotes, and price controls).
- B) If Force Majeure effects seller, seller may at its option, exercised by notice to buyer given within a reasonable time, other (1) cancel from this contract the quantities which have not been shipped due to Force Majeure, without effecting the balance of this contract or (1) attp such quantities in name one or more total, after seller deems the effect of force majeure to have ended, on the same terms as sal forth in this contract
- 7) Transfer of Title and Risk- Transfer of title of the Froduct will pass from Selfer to Buyer upon payment in full of the Total Price and Interest, if any.

Transfer of Risk of durings to or loss of product shall pass from Saller to buyer as follows-

- A) CFR and CIF Sales-Risk of damage to or loss of product shall pass from celler to buyer at the flange connection between the leading hose and the vessel's permanent hose connection of the lossing terminal, or at the time of book, stock or hivening terminal, or at the time of book, stock or hivening transfer.

 B) Delivered Sales-Risk of damage to or loss of product shall pass from celler to buyer at the flenge connection between the discharging hose and the vessel's permanent hase connection at the discharging terminal, or at the time of book, stock or inventory transfer.
- 6) Taxes-Any Taxes now or herealist imposed directly or indirectly by law upon products sold and delivered (including statege and for transportation) to the Buyer under this Contract which Soller is required to pay or collect may be added to the product price and passed on via explicit surcharge to

If Buyer has furnished Soller with a valid resale or other exemption certificate or proof of export If Buyer has turning belier wan a yaur resize or other mutuuppiin considers or proof to expend acceptable to Salker for sales or use tax purposes or other written proof which, in accordance with law, will lead to and exemption with regard to texas, then such taxes shall not be imposed on the cale of product hersunder. Buyer will however romain liable towards Soller for any taxes due in retaillon to

Contract tumber: SA1230-07994010

Jul 23 2008 in: SARH Tricon Energy

7135535030

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non-applicability or insufficient proof with regard to the applicability of any examption.

The lam "laxes" as mentioned in this Porograph means only lax (including without limitation any value orderd two, solves tax, use tax, excise tax, slorage or property tax, superfund excise tax or split lax), scales duly, customs duly, fees, duties or other charges, or any increase themin, as well as ony interest or ponety related themin, as well as ony interest or ponety related themin.

The term "laxes" will not include any laxes due on profile such as composite income taxes.

If Buyer is currently registered on Federal IRS Form 837, Buyer shall furnish seller with an unexplied notification cartificate meeting the current regulatory requirements. Buyer vormants that is registration has not been revoked or suspended. Buyer shall pay soller any applicable Federal excise base if such notification certificate is not supplied to seller prior to delivery. If Buyer is entitled to Purchase product free of any other too, fees, durke or charges, Buyer shall furnish seller with the proper exemption certificate to cover such nuchases prior to delivery. Provided, however, that buyer shall product free of selection of the seller with the proper pay to seller the featural excise bax if this to the product cod hereunder is transferred to buyer by means of a book, stock, or any other in-tenk transfer or feeting pump over from seller's storage account of inventory. The Foregoing provise does not epply if 1) Buyer provides proof from common contract contact their the product was removed from seller's storage account of inventory with the product was removed from seller's storage account or inventory via physical contract contact dealist that the product vias removed from seller's storage account or inventory via physical or vessel by a gasoline registrant, or, 2) if the terminal operator notifies for seller that the product sold horsunder and such receiving party is a gasoline registrant. Late payments chall incur interest and penaltics for late payments.

S) Arbitration- Any and all differences and disputes of whatsonver nature crising out of this Agreement shall be put to orbitration in Houston. Texas, in English pursuant to the lews rotating to arbitration here in farce, and, to the extent not inconsistent with this Agreement, the Commercial Arbitration here in farce, and, to the extent not inconsistent with this Agreement, the Commercial Arbitration is the parties may mutually agree, before a board of three parcens, consisting of one attention to be oppointed by Seiter, one by Buyer and one by the two so chosen. The decision of any two of the three many point or points shall be final. Until such time as the arbitrators finally close the hearings either party shall have the right by written notice sourced on the arbitrations finally close the hearings either party shall have the high by written notice sourced on the arbitrations and enterthing. The sinking of the three deputies ar differences under this Agreement for hearing and determination. The sinking may great any religit which thou, or an eligibity of them, deem just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance, provided that the unbivation spall have not surbively to award publishe demages. Awards made in pursuance to this Closes may lack that one of the paragraph chall conversely the acceptance of the paragraph shall across any termination of this agreement.

- 10) Product Use. Buyer represents and woments that the product purchased hereunder shall be used for other than gesoline identifing purposes in the U.S. Buyer shall notify saler, as econ as possible, of any change in planned or actual consumption or in use of the product purchased hereunder whether such change is by virue of buyer's action or those of third parties to whom buyer has sold the product.
- 11) Price and Payment-. The Total Price and oil other amounts payable by Buyer to Seller under this contact shall be payable without any discount, deduction, set-oil, iten, dating or counter claim. If the Total Price or any other amounts due by Buyer to Seller under this Contract are not paid when due, the interest shall seem and shall be paid on all amounts outstanding until payment in tail is received by the Sater in its designated bank. Seller reserves the right to change the maximum allowable interest as por U.S. law for all tale payments.
- 12) Interest- in the event like Euger fails to make payment on the due date as expressed on Tricon's invoice, the Buyer is subject to an additional interest expense calculated at 8.5% per annum, beginning on the due date is led on the tryoke.

Broker-This cancels and expectates any broker correspondence to relation to this transaction which shall be for the acid purpose of documenting commission, if any,

Carbet Hancer, SA1229-MOUHOU

Page 3 of 4

Jul 2	3 2008 10:53AM Tricon Energy	7139639030	p.4
	Mones: Buyer to declare OSB Ulsan or Tola	van by August 8, 2008.	
·	Ocin: July 22, 2008	Accepted there:	•
	By: Printed Name: Brad Lockyrood	By: Printed Name: Rick Wilson	
	Title;	Title:	
	governing instrument	o foregoing and return via fax (713-963-9030) will apply as requested, then this contract shall be the	hin 24
	We thank you for the opportunity of concluding	ng lhis transaction.	
			•
	•		
Corton)	PONTAN SELLES METRIS		•
erro (H Met 4	rance among a count of the State States		. Psgs 4 cf 4

Page 1 of 2

From:

Laurentiu Pascu (LPascu@vinmar.com)

Sent:

Thursday, July 31, 2008 1:39 PM

To:

Rick Wilson

Subject:

FW: PO4529980 - 5000Mts of MX

Attachments: Document.tif

Best regards, Laurentiu Pascu

Vinmar International Ltd. Phone: 281-618-1441 Fax: 281-618-1390 713-298-8750 Mob:

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From: Laurentlu Pascu

Sent: Tuesday, July 29, 2008 4:08 PM

To: 'vuk@triconenergy.com'

Subject: PO4529980 - 5000Mts of MX

Dear Vuk,

Please find enclose our comments on your Sale Confirmation. We shall revert soon with our Purchase Order for your review.

Please advise:

- Advising Bank where the LC should be open (Kindly look to the option and see if possible to have this sale done on Net 30 Days so that unnecessary banking costs could be avoid)
- advise when shipment is expected be informed that no shipment can take place without us being informed (for Insurance Purpose) and without presence of an Independent Surveyor (out of SGS or ITS) - in this order please let us have:
 - vessel details -
 - port of loading -

Your prompt feedback on the above shall be much appreciated, thank you

--- Best-regards;-----Laurentiu Pascu

Vinmar International Lld. Phone: 281-618-1441 Fax: 281-618-1390 713-298-8750 Mob:



Page 2 of 2

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Jul 23 2008 10:538M Tricon Energy

7139639030

Tricon Energy, Ltd. 777 Pest Oal: Blvd., Suite 650 Houston, Toxas 77058 U.S.A. Tal (713) 963-0068 Fax (715) 685-8190

Date: July 22, 2008

Vinmar International, LTD

Alin: Rick Wilson

16800 Imperiol Valley Drive, Suite 499

Houston, TX 77080

Phone:

Fax:

Tricon Sales Number: SA1230-0708HOU

We hereby confirm this agreement between Brad Lockwood of Tricon Energy, Ltd. (Seller) and Rick Wilson of Vininar International, LTD (Buyer) on July 22, 2008.

Broker, MOAB

The following sets forth the entire agreement of the parties,

Product:

Mixed Xylenes

Quantity:

5,000 Metric Tons +/- 5 % (Vessel's Option)

Quality:

ASTM D-6211 with BI max 20

Price:

USD \$1310.00 / Metric Tons

Incoterm:

CFR Ulsan/Telwan

ARRIVAL Ship Period:

AT DESTINATION Shipped Via:

September 1, 2008 - September 15, 2008

Payment:

At sight

Credit Terms: Subject to Seller's credit requirements: Irrevocable and management

documentary L/C

If a letter of credit is required, it must be received at least 5 working days prior

to shipment.

Credit: Jennifer Morin

Phone: 713-983-0068

713-985-6198

Scheduling/ invoicing:

Mutually acceptable, licensed independent inspector at Load Cost: 100 % Seller of Load

Quantity;

Static shore tank down gauge at Load

Quality:

Static shore tank analysis at Load

Scheduling: Vuk Rajavac

Phone: 713-963-0066 Fax: 713-985-6192

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(50 09/15 - 2/m³
EX 09/30 51.02/m³
\$5095.56

7139639030

p. 2

Jul 23 2008 10:538M Tricon Energy

- 1) Vessel/Earge Acceptance-Vessel and barge nominations to be agreed upon mutually between buyer and seller.
- 2) Demurrage-Buyer shall be obligated to pay for any and all demurrage liability under this controct as long as seller presents claim and supporting documents.
- 3) Law and Jurisdiction: This contract and the rights and duties of the parties arising out of this contract shall be governed by and construed, enforced, and performed in accordance with the laws of the state of Texas, including, without limitation, the Uniform Commercial Code as in effect in the state of Texas, as the same may be amended from time to time, without regard to principles of conflicts of Law. The parties agree that this agreement shall be accepted and formed in the state of Texas according to the procedures harein set forth.
- 4) Additional Collateral Requirement: If, at any time and from time to time during the tarm of the Agreement, there occurs a Material Adverse Chango in the financial condition with respect to the buyer in this agreement, the Soller may reques: the buyer to establish a Letter of Credit or prepay for the dollar amount of transaction.
- 6) Incoterms- Any situations not specifically addressed by this confirmation will be governed by incoterms 2000 or latest published incoterms (to the extent applicable) as in effect at the time of this agreement is entered into. Texas law to control in the event of conflict.
- 6) Force Majeure A) Neither party shall be liable in damages or otherwise for any failure or delay in performance of any obligation hereunder other than obligation to make payment, where such failure or delay is caused by force majeure, being any event, occurrence or circumstance reasonably beyond the control of the party, including without limitation, failure or delay caused by or resulting from acts of God, strikes, fires, floods, wars (whether declared or undeolared), riots, destruction, of the product, delays of carriers due to breakdown or adverse weather, perils of the seas, embargos, accidents valuntary or mandalory restrictions imposed by any governmental authority (including effocations, produites, requisitions, quotas, and price controls).
- B) If Force Majoure affects seller, seller may at its option, exercised by notice to buyer given within a reasonable time, either (1) cancel from this contract the quantities which have not been shipped due to Force Majeure, without affecting the balance of this contract; or (1) ship such quantities in none one or more lots, after saller deems the effect of force majeure to have ended, on the same terms as sat forth in this contract.
- 7) Transfer of Title and Risk- Transfer of title of the Product will pass from Seller to Buyer apon-payment in full of the Total Rice and Interest, If any. #5 PER INCO TERM 2000

Transfer of Risk of damage to or loss of product shall pass from Seller to buyer as follows-

- A) CFR and CIF Sales. Risk of damage to or loss of product shall pass from seller to buyer at the flange connection between the loading hose and the vessel's permanent hose connection at the loading terminal, cretite time of book, stock-or invantory transfer.
- B) Delivered Sales-Risk of damage to or loss of product shall pass from seller to buyer at the flange connection between the discharging hose and the vessel's permanent hose connection at the discharging terminal, cratike-line of book, stock or inventory transfer.
- B) Taxes-Any Taxes now or hereafter imposed directly or indirectly by law upon products sold and delivered (including storage and for transportation) to the Buyer under this Contract which Salar is required to pay or collect may be added to the product price and passed on via explicit surcharge to Buyer.

If Buyer has furnished Seller with a valid resulte or other exemption certificate or proof of export acceptable to Seller for sales or use tax purposes or other written proof which, in accordance with law, will lead to and exemption with regard to taxes, then such taxes shall not be imposed on the sale of product hereunder. Buyer will however remain liable towards Seller for any taxes due in relation to

Contract Number: SA1230-0708HOU

Page 2 of 4

Jul 29 2008 10:53AM Tricon Energy

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p. 3

non-applicability or insufficient proof with regard to the applicability of any exemption.

The term "taxes" as mentioned in this Paragraph means any tax (including without ilmitation any value added tax, sales (ax, use tax, excise tax, storage or property tax, superfund excise tex or split tax), excise duty, customs duty, fees, duties or other charges, or any increase therein, as well as any interest or penalty related thereto.

The term "texes" will not include any texas due on profile such as corporate income taxes,

If Buyer is currently registered on Federal IRS Form 637, Buyer shall furnish seller with an unexpired notification certificate meeting the current regulatory requirements. Buyer warrants that its registration has not been revoked or suspended. Buyer shall pay seller any applicable Federal excise taxes if such notification certificate is not supplied to seller prior to delivery. If Buyer is chillled to Purchase product free of any other tax, fees, duties or charges, Buyer shall furnish seller with the proper exemption certificate to cover such purchases prior to delivery. Provided, however, that buyer shall pay to seller the federal exobs tax if title to the product sold hereunder is transferred to buyer by means of a book, stock, or any other in-tenk transfer or facility pump over from seller's storage account or invaniory. The Foregoing provise does not apply if 1) Buyer provides proof from a common contract carrier that the product was removed from seller's storage account or invaniory via pipeline or vasual by a gesoline registrant, or, 2) if the terminal operator notifies the seller that the party recalving the product qualifies as a "position holder" as defined in Treas. Reg. Section 48.4081–1(m), with respect to the product sold hereunder and such receiving party is a gesoline registrant. Late payments shall incur interest and penalties equal to the then applicable state or IRS, as the case may be, interest and penalties for tate payments.

- 9) Arbitration-Any and all differences and disputes of whatsoever nature arising out of this Agreement shall be put to arbitration in Houston, Texas, in English pursuant to the laws relating to arbitration there in force, and, to the extent not inconsistent with this Agreement, the Commercial Arbitration Rules of the American Arbitration Association, or under the rules of such other arbitration association as the parties may mutually agree, before a board of three persons, consisting of one arbitrator to be appointed by Seller, one by Buyer and one by the two so chosen. The decision of any two of the three on any point or points shall be final. Until such time as the arbitrators finally close the hearings either party shall have the right by willian notice served on the arbitrators and on the other party to specify further disputes or differences under this Agreement for hearing and determination. The arbitrators may grant any railar which they, or a majority of them, deem just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance, provided that the arbitrators shall have no authority to award punitive damages. Awardo made in pursuance to this Clause may include costs, including a reasonable allowance for altorney's fees, and judgment may be entered upon any award made hereunder in any Court having jurisdiction. This paragraph shall survive any termination of this agreement.
- 10) Product Use-Buyar represents and warrants that the product purchased hereunder shall be used for other than gasoline blending purposes in the U.S. Buyer shall notify seller, as soon as possible, of any change in planned or actual consumption or in use of the product purchased hereunder whether such change is by virtue of buyer's action or those of third parties to whom buyer has sold the product.
- 11) Price and Payment- The Total Price and all other amounts payable by Buyer to Seller under this contract shall be payable without any discount, deduction, set-off, lien, cleim or counter cisim. If the Total Price or any other amounts due by Buyer to Seller under this Contract are not paid when due, the interest shall accrue and shall be paid on all amounts cutstanding until payment in full is received by the Seller in its designated bank. Soller reserves the right to charge the maximum allowable interest as per U.S. law for all late payments.
- 12) Interest- In the event the Buyer falls to make payment on the due date as expressed on Tricon's invoice, the Buyer is subject to an additional interest expense calculated at 8.5% per suntum, beginning on the due date listed on the invoice.

Broker-This cancels and supercades any broker correspondence in relation to this transaction which shall be for the sole purpose of documenting commission, if any.

Page 3 cf 4

Jul	23 2	800	10:53AM	Trioon	Energy		71	99639030		p - 4	
		Note	s: Buyerto d	declare OSB	Ulsen or Tei	iwan by Augu	st 8, 2008.				
•											
	Date: July 22, 2008				Accepted Date:						
		By:	Printed Nam Title:	e: Brad Lock	wood		By: Printed Nan Title:	ne: Rick Wils	on		
		Pleas	se advise you s. In the ever	r agreement i ve do not r	by algoing the ecolve your	he foregoing reply as requ	and relum via rested, then th	i fex (713-963 ils contract sh	-9030) within 24 rell be the		
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Contract Number: SA1230-0705HOU

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Page 4 of 4

Yuk Rajevac

From: Vuk Rajevac

Sent: Tuesday, July 29, 2008 4:43 PM

To: Leurenby Poscu

Subject: RE: PO4529880 - 5000Mts of MX

Hi Lauraniiu,

To answer your questions:

Your comments on the contract well noted and accepted except for Demurrage time bar which
is 90 days as per industry wide standard

I will let you know which advising bank we will be using once I know which cargo we will be giving to Vinamar. Also, the deal was done on At Sight basis and the only way we can do 30 days is if we are compensated for the cost of capital for the additional 30 days.
 As far as the shipment details; we cold on CFR basis with arrival window, so once you declare

3) As far as the shipment details, we sold on CFR basis with arrival window, so once you dectare the discharge port (by Aug B^{ith}) we will be able to decide whether to give you a deep sea cargo (which at that point will most likely sheady be on the water) or an Asian origin cargo. Unfortunately, with deep sea Asia trade it is not always possible to know which cargo will be the delivered since the ETAs are hard to keep (due to Panama crossing, weather in the Pacific, etc) and since we guarantee the arrival window, we always have to keep a few aptions open in order to perform.

If you have any questions, let me know. Thanks!

Best Regardsi
Vuk Rajevac
TRICON ENERGY, Ltd.
777 Post Ook Blvd.
Svile 650
Houston, TX 77056
Teb+ 1 (713) 983 0055
Teb+ 1 (713) 981 4821 (direct)
Teb+ 1 (832) \$45 2358 (mobile)
Fax+ 1 (713) 872 9583
Yahoo; vrglavac

From: Laurentiu Pascu [mailbi:LPascu@vinmar.com]

Sent: Tuesday, July 29, 2008 4:08 PM

To: Vulk Rajevac
Subject: P04529980 - 5000Mts of MX

Dear Vuk,

Please find enclose our comments on your Sale Confirmation. We shall revert soon with our Furchase Order for your rayley.



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Jul 23 2008 10:536H Tricon Enorge



1138635630 4529980 Diven Season, Lin 777 Poil Cal West, Suis Cla Hearter, Texas Trick Land Tel (117) 822-0006 F==(T13) 515-3160

Dalm July 22, 2009

Vinnes International, LTD

Aluc Rick Vilson 16800 Imperial Valley Drive, State 459 Houston, TX 77050

Phone: Fee:

Them Sales Number: SA1210-0706HOLI

We harely confirm this egreement between Brad Leckwood of Tricon Errorgy, Ltd. (Selfer) and Rick Wilson of Vinner International, LTD (Buyer) on July 22, 2008.

Broken MOAB

The following cold forth the entire agreement of the parties.

Allend Xylanes Product

Quantity: 5,080 Meins Tone 4/- 5 % (Vessel's Option)

AST74 0-5211 with BI max 20 Quality: UED \$1310.00 / Mabit Tons . Fries:

CFR UsanTalvan insatem:

APRIVAL -Etip Period: Cogimaber 1, 2008 - September 15, 2008 AT DESTIMATE SHIPPERS Vise Ton

Payment

Payment: Al ज्ञात Credit Terms: Subject to Selve's credit requirements: Innvocable कार्यक्रमार्थक decimantary UC

ii a letter of credit is required, it must be recoived at least 5 yearing days prior to subcount

Credit Januar Marin

Phone: 713-983-0005

Page 713-985-8198

fetutenily exceptable, Exercised independent Inspector of Local Schelugue, invoising:

Cost 100 % Seller at Land

🔾 ಬಜನವಿ): Stelle skare tank down geoge at Load Static ahero tonk analysis of Load Chapte.

Scheduling: Vult Rajeves Phone: 713-683-0035 Fax: 713-985-6152

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Jul 23 2008 10:5984 Tricon Energy

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p. 2

- Notar/darga Acceptance-Vessel and burge reministions to be agreed upon mutually between buyer and celler.
- হ) Deminrago- Buyer theil ha chilipsied to pay for any and all demonstra fiberity under this contact হয় long as celler presents claim and supporting documents.

 THE 6602 IS 60-66713
- 3) Low and Jurisdiction: This contract and the rights and duties of the parties unding out of UVs contract shall be governed by and constituted, enforced, and performed in accordance with the laws of the state of Texas, in the state in the state of Texas, as the state may be amended from these to time, without regard to principles of could be according to the procedure herein state of Low. The profess that this agreement shall be accepted and formed to the state of Texas according to the procedures herein set forth.
- 4) Additional Cotateral Requirement: Y, at any time and from time to time during the term of the Agreement, there occurs a Uniterial Adverse Chango in the first all condition with capacit to the bayer in this agreement, the Solice may request the tayer to catalife in Enter of Credit or proper for the delar remaind of transaction.
- 5) Incolumns: Any climitions not specifically odd record by this confirmation will be governed by incolumns 2000 or intest published incolumns (to the exist applicable) as in effect of the time of this agreement is entered into Towns law to control in the overal of confict.
- E) Force Unjume -A) Heither party chall be Eable in demograce or disawice for any Sillers or deby in performance of any obligation forcemeter other than obligation to make payment, where such failure or delay is caused by force majoure, being any event, occurrence or chromatomas reasonably beyond the control of the party, including without including, inlure or delay caused by our resulting ment acts of Cod, stitus, first, fanct, wars (whether declared or undeclared) riots, derivation, of the product, delays of certicar due to breaktown or obtains whether provides of the occur, embarger, accelerate delays of certicar due to breaktown or obtains whether, periods of the occur, embarger, accelerate events of the product, and provides any povermental sufficiently (behaving observations, products, and price controls).
- B) If Force Adjours effects seller, celler may at its option, exercised by notice to buyer given within a rectangular many of the contract the quantities which have not been obtained due to force Majouro, without effecting the belance of this contract; or (1) only cush quantities in response on more lote, after sater downs the client of force majoure to have ended, on the comes force as of more lote, after sater downs the client of force majoure to have ended, on the comes force as of forth in this context.
- 7) Transfer of Tito and Rick. Transfer of the of the Product will pass from Select to Buyer-speciment in Tull of the Total Effect and Financial Name As PER 1400 TERM 2000

Transfer of Flick of durings to or loss of product shall pass from Seller to buyer as follows.

- A) CFR and CIF Sober-Risk of damage to or loss of product class pone from outer to buyer at the
- . A) CF4 and CF4 shows-May at examing to an loss of promise also proved a construction this locating house and the vessels became in the construction at the language terminal erability for an entire the construction of the con
- Of Tours- Any Tours now or hereafter impresed directly or indirectly by law upon products soid and delivered (including storage and for transportation) to the Buyer under this Contract which Bailer is required to pay or collect may be acided to the product price and possed on the asplical curchange to Buyer.
- il Buyer has furnished Seljer with a valid resola or other examption contificate or proof of expert secondable to Seller for solas or use tax perpectes or other written proof witch, in eccenteries with tam, and to sell or solar solar or with tames, force such texas shall not be frequent on the sale of product in order solar of be frequent on the sale of product homewhere, Buyer will however combinities leaved Seller for any taxes due in relation to

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non-spalicability or incufficiant proof with regard to the applicability of any commption.

The term "asses" as municiped in this Paragraph means any too (helveling without livelables) any value and not be, sales too, the lost, coming too, surjective bot, superfund coming too of paragraph bot, superfund coming too of the lost, surjective both seed, divide or other charges, or only increase timely, as well as any literast or profits out to corporate became thouse.

The form "forces" Will not include any tixus due on profits out in a corporate became thouse.

If Buyer is currently registroned on Federal IRS Form 637, Buyer shall furthely seller with an uncerplind institution of control of Federal IRS Form 637, Buyer shall furthely seller with an uncerplind is redifficult mostling the current regulatory requirements. Buyer research that its registration has not been revolved or a suspensive form a start prior to delivery. If Buyer is writted to Purchase you can be of any other tax, feet, other or changes. Buyer shall stands be suited to Purchase you can go any other tax, feet, other or changes. Buyer shall stands have with the proper complion conflicted to cover such putchases prior to delivery. Provided, however, that buyer shall go to stiler the steemal or steemal or the product and thereunder its familiered to buyer by means of a book, slock, or only other thanks furnation or facility pump over from a story attribuge occurred or thempore, The Foreigning provinc does not uppely if 1) Buyer provides proof facin a comman acquired out in that the product was removed from caller's storage inscand or inventory to pipeline or versue by a greation registrate, or, 2) if the terminal constraint for the safer that the party meabing the product and beneated as the product of the storage inscands or that the product and such receiving party is a gestion registration. Into payments shall near indurest and population acts to the terminal constant in Trace. Reg. Section 48,0031-(m), with a suspect to the product and such receiving party is a gestion registration and payments and such receiving party is a gestion registrate.

may on, cuerast are permitted are than paymann.

9) Artification-Any and all differences and disputes of Wholescaver nature ording out of this Agreement shall be put to artifacion in Houston, Taxons, in English permitted to the lawer relating to artification than to increase or and, in the code of the product of the permitted of the American Artification Association, or under the close of such after artification are the perfect may mutually open, before a boort of those perman, consisting of can subfurder to be appendized by 6 often, one by Buyer and one by the hose at closen. The decision of any two of the three can use point a shall be first. Until such time out the subtractors firethy class the hearings effect early shall have the right by written makes curved on the artifications firstly class the hearings effect early shall have the right by written makes curved on the artifications on the other party to specify (author disputes or differences under the Agreement for hearing and determination. The artifications grant for relative the boy, or a mobile of them, deem just and cignificate and with the acceptance of the agreement of the parties, including a bull not limited to operate performance, provided that the arbitralous stable have no authority in a worse particle charges. Avando made in pursuance to this enterior any straid made hearing an expansible disavance for calcurately a large and fund made hearing and continued and the purposition of the agreement.

10) Frederit Use-Buyar represents and werrents that the product purchased hereupder shall be used for other time grantine then they purposes in the U.S. Buyer shall putly seller, as seen as possible, of early change to planned or earlied contemplate or is use of this product purchased hereupder whether cannot be not produced the product of the product.

11) Price and Psymoci- The Total Price and all other emounts payable by Buyer to Spiler under this contract that to payable without any discount, deduction, solveif, fore, claim or counter chim. If the Total Price or any other amounts due by Buyer to Spiler under this Contract on not paid when due, the Interest shall be course and shall be post on all seasons containing until payment in full to received by the Spiler in its designated bank. Spiler receives the right to change the maximum allowable interest or per U.S. taw for all the payments.

12) Interest in the event the Buyerfol's to make payment on the due date as expressed on Trison's Invoice, the Buyer is makent to an additional interest agreese calculated at 8.5% per somen, beginning on the due date Ested on the Invoice.

Ember-This cancels and supercedes any broker correspondence in relation to this trensection which chall be for the sole purpose of documenting commission, if any.

Gerina Huntur, Salasa Untekbil

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,		tidi	a Buyeria d	leelare OSB Likan er Takran	ed yndhat g' soog.				
	Orde: July 22, 2008				Accepted Deta:	_			
		By:			By:				
		-,.	Printed Num	e: Bad Lockwood	Printed Harret Rick Wilson				
			Tile:		Tida:				
		heu	en civie you es. In the ever ening instrum	it wa do net receive your leaf	ricychy and rolum via faz (713-553-5020) within 24 y as requested, then this contract chull be the				
	We thank you for the opportunity of concluding this transaction.								
						•			

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